

Minges, Allison

From: The McMilions <emcmilion3@gmail.com>
Sent: Friday, June 5, 2020 1:54 PM
To: PSC_Contact; The McMilions; Nelson, Jeff; Dover, Becky; Grube-Lybarker, Carri; Heather Smith; Rebecca J. Dulin; Samuel Wellborn; Frank R. Ellerbe III
Subject: [External] 2019-331-E letter and motion
Attachments: letter and motion june 5.docx

please see attached

To whom it may concern,

I Enrique McMillion Jr. complainant in case 2019-331-E am filing this letter in rebuttal to Mr. Wellborne's letter dated June 3, 2020 to clarify the issues, to correct erroneous statements, to challenge false statements, to clear my good name, and to bring the truth to the forefront.

I will first go through Mr. Wellborne's letter in order then expound on it further.

In his letter Mr. Wellborne states "the Company dispatched a meter technician to attempt to exchange Mr. McMillion's meter, and that local law enforcement was present during the attempted meter exchange. Mr. McMillion refused to allow the technician to exchange the meter and the meter technician left the premises". I would like to clarify, I told the officers and Mr. Chris McGuffin DECLLC duke supervisor, I do not consent to a new digital meter without the amending terms and conditions in 4 corners contract form so I can make an informed decision. I went on to explain that it is similar to a social media account or a Netflix subscription that when terms and conditions are modified/changed/amended the parties have a right to be informed of the changes and obligations. Judging by the officer's reactions of an almost instantaneous nodding in agreement I believed they did not find my requirement unreasonable. At no time did I ever impede anyone's freedom of movement, or access to their property (meter). From the street through my driveway to the side of the house where the meter is located there is not a fence, a gate or any other kind of barrier that would prevent a DECLLC employee from retrieving DECLLC property and the meter is attached to the house unobstructed in the same state as when DECLLC had it installed. It has been this way since I bought the property. Mr. Wellborne states " Finally, S.C. Code Ann. Regs. 103-342(f) provides that a customer's service may be disconnected "[f]or failure of the customer to permit the electrical utility reasonable access to its equipment." Such equipment would include the Company's meters, and Mr. McMillion has continuously failed to permit the Company reasonable access to its meter for the purpose of exchanging it." This is an outright falsehood at no time ever have I failed to permit the Company reasonable access to its meter, they have been free to breach the contract retrieve their meter with 10 days written notice as per sc code 103-352. Procedures for Termination of Service. Prior to the termination of electric service pursuant to R.103-342 e.-m., the following procedures shall be employed by the electrical utility. A). Not less than ten (10) days prior to termination of service, the electrical utility shall mail a notice of termination to the affected customer. Since I will not consent to a new digital meter without the amending terms and conditions in 4 corners contract form, DECLLC has threatened power shutoff and breach of contract. In 103-342. Reasons For Denial or Discontinuance of Service, exercising the right to contract by authority of the doctrine of good faith and fair dealing is not listed. Unless otherwise stated, a customer shall be allowed a reasonable time in which to correct any discrepancy which may cause discontinued service. Service may be denied or discontinued for any of the following reasons: a. Without notice in the event of a condition determined by the electrical utility to be hazardous or dangerous. b.

Without notice in the event of customer's use of equipment in such a manner as to adversely affect the electrical utility's service to others. c. Without notice in the event of unauthorized or fraudulent use, excluding tampering, of the electrical utility's service, i.e.: 1. Misrepresentation of the customer's identity. 2. For reconnection of service by customer who has had service discontinued for violation of and/or noncompliance with the commission's regulation 103-342, et seq. d. Tampering. After the customer has applied for and/or received service from the electrical utility, he shall make every reasonable effort to prevent tampering with the meter and service drop serving his premises. A customer shall notify the electrical utility, as soon as possible, of any tampering with, damage to, or removal of any equipment. Tampering with meters or with conductors carrying unmetered current and unauthorized breaking of electrical utility's seals is prohibited by law and shall not be tolerated by the electrical utility. Such meter tampering shall include but shall not be limited to, unassigned meters, altered meters, upside down meters, or the attachment to a meter or distribution wire of a device, mechanism or wire which would permit the use of unmetered electricity. Should the electrical utility find that the meter, conductors, or seals have been tampered with, the electrical utility shall give notice to the customer of possible discontinuance of service. Service may be continued or reconnected consistent with the following: 1. A customer can stop discontinuance of service or have service reconnected by paying a reasonable charge for an inspection (to insure proper operating conditions), a reasonable reconnect fee, and charges to compensate for any damage to the electrical utility's facilities. 2. A customer's bill may be adjusted to reflect normal usage should any tampering reflect other than normal meter readings and the customer's bill may include the establishment of a deposit in accordance with the commission's regulation 103-332 et seq. Nothing herein shall prevent the electrical utility from instituting appropriate legal actions for violations and/or noncompliance with the commission's regulations. e. For failure of the customer to fulfill his contractual obligations for service and/or facilities subject to regulation by the commission. f. For failure of the customer to permit the electrical utility reasonable access to its equipment. g. For nonpayment of bill for service rendered provided that the electrical utility has made reasonable efforts to effect collection and has complied with the provisions of regulation 103-352. h. For failure of the customer to provide the electrical utility with a deposit as authorized by regulation 103-331. i. For failure of the customer to furnish permits, certificates, and rights-of-way, as necessary to obtain service, or in the event such permissions are withdrawn or terminated. j. For failure of the customer to comply with reasonable restrictions on the electrical utility's service, provided that notice has been given to the customer and that written notice has been furnished to the commission and the ORS. k. No electrical utility shall be required to furnish its service or to continue its service to any applicant who, at the time of such application, is indebted or any member of his household is indebted, under an undisputed bill to such electrical utility for service previously furnished such applicant or furnished any other member of the applicant's household. However, for the purposes of this regulation, the electrical utility may not consider any indebtedness which was incurred by the applicant or any member of his household more than six years prior to the time of application. l. The electrical utility may terminate a customer's service should the customer be in arrears on an account for service at another premise. m. For the reason that the customer's use of the electrical utility's service conflicts with, or violates orders, ordinances or laws of the State or any subdivision thereof, or of the commission. HISTORY: Amended by State Register Volume 5, eff May 22, 1981; State Register Volume 14, Issue No. 3, eff March 23, 1990; State Register Volume 18, Issue No. 3, eff March 25, 1994; State Register 32, Issue No. 5, eff May 2008.

In regards to f. For failure of the customer to permit the electrical utility reasonable access to its equipment. Utility access 103–344. Right of Access. Authorized agents of the electrical utility shall have the right of access to premises supplied with electric service, at reasonable hours, for the purpose of reading meters, maintenance, repair, and for any other purpose which is proper and necessary in the conduct of the electrical utility's business. Such agents shall, upon request of a customer, produce proper identification and inform the customer of the purpose of necessary access to the occupied premises. HISTORY: Amended by State Register Volume 32, Issue No. 5, eff May 23, 2008.

Again I have never denied access, any claim that I have is patently false. The purpose installing a surveillance device that gleans activities within the home in conjunction with electrical usage in the form of a digital meter absent the 4 corners contract with full disclosure as to the terms and conditions , is not a proper and necessary purpose. Hence consent was denied, but access to DECLLC equipment was never impaired. Please stop conflating the two. This issue was first addressed with Mr. Brad Kirby of The Office of Regulatory Staff just prior to the 2018-379-E complaint that I filed with the SC.PSC. I explained to him the difference and corrected the error, it seemed that matter was settled until Mr. Wellborne's letter. If this has been a simple oversight on Mr. Wellborne's part not communicating with his client, then that can be forgiven, but if presenting a violation of rule 103-342 & 103-344 as grounds for termination or denial of service for reasons they know to be untrue, then that is reckless, irresponsible, and immoral to deny myself and my family an essential utility on violations DECLLC and defense counsel know not to be true is an outrage. If Mr. Wellborne has proceeded in this way then this man ought to be disbarred and never allowed to practice law in the state of South Carolina ever again. This brings me to the part of Mr. Wellborne's letter, he stated " As for the presence of law enforcement personnel, safety is an important consideration when the Company's employees perform their work. In situations in the field that may pose a risk to customer or employee safety, the Company may request that local law enforcement be present to protect the Company's crews and customers." Is this what was conveyed to law enforcement, that I am preventing DECLLC access to their equipment? That I pose a risk to employee safety that merits police protection? Based on what evidence? Who has made this claim? What individuals with personal firsthand knowledge does the defense have to prove these claims are true? What evidence with articulable facts did/does the defense rely on to prove a justification for a police presence that I am a threat to DECLLC employee safety? I intend to investigate what accusations have been made and by whom. I intend to restore my good name by proving these allegations are false, malicious, and reckless. I have not, and do not intend to cause anyone harm, and to have law enforcement under the impression that I am a danger based on false claims puts me and my family in danger and has harmed my reputation. I comprehend this is not the jurisdiction to judge these actions, I would just like all parties of record to recognize that this is wrong.

Speaking of safety. In regards to Mr. Wellbornes's letter, Mr. Wellborne states "Mr. McMillion is correct that on May 7, 2020, following the Commission's issuance of its decision on May 6, 2020 in the above-referenced proceeding, the Company dispatched a meter technician to attempt to exchange Mr. McMillion's meter, and that local law enforcement was present during the attempted meter exchange."

Please take note of the date May 7, 2020. Not only did the defendant not give notice of their arrival violating code 103-381 (103–381. Interruption of Service. A. Each electrical utility shall make all reasonable efforts to avoid interruptions of service, but when interruptions occur, service shall be re-

established within the shortest time practicable, consistent with safety of its employees, customers, and of the general public. B. Planned interruptions shall be made at a time that will not cause unreasonable inconvenience to customers and shall be preceded by a reasonable attempt to give adequate notice to those who will be affected. HISTORY: Amended by State Register Volume 32, Issue No. 5, eff May 23, 2008.) DECLLC decided to try and switch a meter of which a complaint was still ongoing a violation of 103–345. (Complaints. A. Complaints concerning the charges, practices, facilities, or service of the electrical utility shall be investigated promptly, thoroughly, and professionally. The electrical utility shall keep such records of customer complaints to include the name and address of the complainant, the date and character of the complaint, and the adjustment or disposal made thereof as will enable it to review and analyze its procedures and actions. B. When the ORS has notified the electrical utility that a complaint has been received concerning a specific account, the electrical utility shall refrain from discontinuing the service of that account until the ORS's investigation is completed and the results have been received by the electrical utility. Service shall not be discontinued if the complainant requests in writing a hearing before the commission within fifteen days of the ORS mailing the results of the ORS investigation, along with a copy of regulation 103–345, to the complainant. If the complainant does not file the complaint with the commission within fifteen days, service can be discontinued. HISTORY: Amended by State Register Volume 32, Issue No. 5, eff May 23, 2008.) Given the ultimatum DECLLC and Jean Veatch have made: accept the digital meter absent consent and contract or have your power turned off. DECLLC was fully aware I would not consent hence DECLLD would breach the contract and terminate service. A violation of 103–352. Procedures for Termination of Service. Prior to the termination of electric service pursuant to R.103–342 e.-m., the following procedures shall be employed by the electrical utility. a. Not less than ten (10) days prior to termination of service, the electrical utility shall mail a notice of termination to the affected customer. The notice of termination of service shall include, as a minimum, the following information:)

Bearing this in mind DECLLC decided on this day to employ two law enforcement officers, who had no justification to be there, and a technician to switch out a meter or terminate service in violation of codes and citations listed above in the midst of a global pandemic from a deadly highly infectious virus for which there is no known cure. The entire country was on lockdown, only essential business and personnel were permitted to leave their homes. My family and I only went out for necessities in compliance with the South Carolina governors stay at home orders. I had not had a haircut in months, had to cancel dentist appointments, did not go to the chiropractor for months (go at least once a month) had to have a doctor diagnose and treat a knee injury via teleconference, my family and I made many sacrifices, too many to list, all in the hopes of preventing catching and transmitting the covis-19 virus. Given the fact that the entire country was aware of the outbreak, I believe it is safe to assume DECLLC and its employees knew as well. But still felt it necessary to put my life and my families lives in danger, as well as the two officers from this virus. If two police cruisers are pulling into your driveway you are compelled to go and find out the reason as to why they are there. During the interaction I was nervous and confused as to why they were on my private property, as I had done nothing wrong and there didn't seem to be an emergency. In my pervious filings you can read how I felt intimidated. I believe it was this intimidation and shell shock that prevented me from seeing the gravity of the situation, That DECLLC was putting our lives and safety at risk over a civil dispute.

This dispute can be resolved easily: provide the contract as per code 103-346 so that I can make an informed decision. The SC.PSC, DECLLC, and defense counsel have claimed the contract has been

provided, I hereby challenge that claim, again a tariff is not a contract. If the contract exists place it into evidence so that I may read, understand, and sign it willingly. Review cases 2018-379-E, 2019-230-E & 2019-331-E, the contract is not there. I hereby request a motion to dismiss hearing from a fair and impartial commission, to clear up these misunderstandings, because The SC.PSC, DECLLC, and defense counsel will not recognize these facts.

Enrique McMilion Jr.